



World Health
Organization

Bangladesh

House SW(I)1/A, Road-8, Gulshan 1, Dhaka 1212, Bangladesh
Tel.: +88 02 8831415 Fax: +88 02 8831423 E-mail: sebanregistry@who.int Website: www.who.int/bangladesh

In reply please

refer to :

RFP/BAN/2022/022

Prospective bidder

Your reference:

31 August 2022

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for rendering professional videography services for WHO activities in Bangladesh under Long Term Agreement.

WHO Bangladesh hereby invites proposals/bids from your Organization/Institute for carrying out the above-mentioned subject activity.

You are requested to go through the attached "Request for Proposal" document, which includes, with list of Annexes, as follows:

1. Requirements, Quality and Qualification Requirements, Key Deliverables with timetable
2. The proposal
3. Instructions to Bidders
4. Evaluation of Proposals
5. Award Criteria

Annex-1: Detailed Terms of Reference

Annex-2: Confidentiality Undertaking

Annex 3: Vendor Information Form

Annex-4: Contractual Provisions

Annex-5: Detailed Evaluation and Selection Criteria/Guidelines, Scoring Matrix

Annex-6: Financial Proposal Template

Annex 7: Self Declaration Form

Annex 8: Bidder's Statement of Conformity

Annex 9: Statement of Copyright

Please submit your technical and financial proposals in separate sealed envelopes in the Tender Box kept in the reception of WHO Bangladesh office on or before 14:00hrs, 15 September 2022 as detailed in the Instructions to Bidders of the RFP document (part 3).

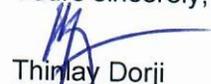
Bidders shall not include the pricing information within the technical proposal and any noncompliance proposal/ bid with this instruction will lead to rejection of the proposal. Use of WHO emblem/logo in bidder's bid/proposal can also lead to rejection of that bid/proposal.

Please note that "THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS.

This letter including annexes is not to be construed in any way as an offer to contract with you or your company.

Thank you,

Yours sincerely,


Thinlay Dorji
WHO Administrative Officer

... Encl.: as stated above



**World Health
Organization**

**To enter into a Contract/Long Term Agreement for the provisions of
Professional Videography Services for WHO activities in Bangladesh**

Request for Proposals (RFP)

Bid Reference

RFP/BAN/2022/022

Country/Unit Name

WCO BAN ADM

Closing Date:

15 September 2022:14:00 hrs



The World Health Organization (WHO) is seeking offers for entering into a under a Long Term Agreement (LTA) for rendering professional videography services for WHO Bangladesh from professional Media/Production houses/Advertising agency/production houses.

Your Company Institution is invited to submit a proposal for the services in response to this Request for Proposals (RFP).

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1. Requirements

WHO requires the successful bidder, to carry out professional videography services for WHO Bangladesh under a Long Term Agreement (LTA) with delivery of quality videos for communication purposes.

1.1 Purpose

i. WHO Bangladesh is looking for an experienced communication/advertising agency/production/media house for establishing a Long Term Agreement (LTA) to produce audio-visual clips, documentaries, interviews, animations on different health issues and deliver those as per agreement. WHO will hire the service of developing the concept, content, design and produce AV/video clips, documentaries, interviews, animations on different health issues and deliver those as per agreement. The AV clips production process should follow a team approach under the leadership of team leader. Therefore, WHO Bangladesh communications team will work closely with the agency. The overall objective of setting up this Long Term Agreement is to facilitate and expedite the process by which WHO will hire the service of professional Advertising agency/media/production houses to produce videos.

ii. Under the proposed LTA, WHO will solicit the services of the successful bidder for full days or half days assignments in Dhaka or other locations in Bangladesh. The estimated number of assignments for one year is 20-30 days.

See detailed Terms of Reference in Annex 1 for complete information.

The successful bidder shall be a for profit / not for profit institution operating in the field of Communications firm or agency/Advertising agency/production houses, with proven expertise in professional videography services.

General Mandatory Competency

- Legally entitled to run/operate the Company/Firm for the purpose of the required services/business under this RFP with a valid Bank Account (of the scheduled Banks of Bangladesh) as per the applicable rules for companies including but not limited as per the applicable rules for companies including but not limited to CDVAT, trade license/certificate of incorporation, TIN, up to date TAX/VAT clearance certificates etc. in the country. WHO shall disqualify bidders during initial scrutiny if the required information and supporting documents are not provided with the technical proposal.
- There are no pending Criminal/Civil lawsuits against the organization / institution.
- Not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
- There are no pending major lawsuits and litigation in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institute/Company.
- Capable to operate with all applicable local rates and costs for the expert (technical) and field services. WHO shall reserve the right to disqualify bidder(s) if they (they bidder) are found to have not asked rates/costs as per the applicable local rates and costs for the expert (technical) of the desired work. WHO has its own parameter in determining the applicable local rates and costs for experts and general staff.



Country/Unit Name WCO BAN ADM

- Capable to implement the desired work/projects in specified location (project sites) utilizing own existing administrative, operational, and logistical resources to implement the projects without adding up Overhead costs to the Purchaser (WHO).

Mandatory Experience:

- Demonstrated a total of minimum 3 years' experience in producing/developing audio-visual clips, documentaries, interviews, animations as solicited by WHO under this RFP or similar services including deployment/arrangement of necessary Equipment/Logistics.
- Successfully delivered at least 3 audio-visual clips/documentaries as solicited by WHO under this RFP to major clients.
- Portfolio of at least 3 Videography including making of video spots or documentaries or video animations with producing, directing, music scoring, editing services are of very high quality (composition, tone, texture etc.) for UN Agencies, Development Agencies, INGOs, international media or other international entities.

Staffing: The bidders must propose a technical team who will collaborative work with WHO for implementation of the contracts that has the relevant to the subject of the contract profiles, knowledge, and experience for the successful implementation of the contract. The technical team will comprise of:

-Team Leader

-At least Bachelor Degree in communications, arts, media or any relevant field and with minimum 7 years of experience in directing of Films/AV Clips/Documentaries etc.

-Successfully delivered at least 3 audio-visual clips/documentaries as solicited by WHO under this RFP or similar services to major clients.

-Content developer- Minimum 02 years experience

-Creative Designer- Minimum 02 years experience

-Cinematographer- Minimum 02 years experience

-Music Director for Background Music - Minimum 02 years experience;

-Film Editor - Minimum 02 years experience;

-Creative Script writer script and/dialogue and for script development the team should have professional English copy writer- Minimum 02 years experience;

Name, photo and category of the artists with minimum 02 years experience.

Time Table (duration of service):

Depends on the scope of work of various aspects of the videography/animation production assignments as and when required basis expected to be carried out during the one year of contract.

Key Deliverables: Deliverables listed below items needs to be submitted in a portable hard drive (non-refundable).

1. Master copy of product – All raw footage (unedited and without music and sub-title)
2. Master copy of product – (Final Cut)
3. Master copy with sub-title – (Final Cut)
4. Master copy without sub-title – (Final Cut)
5. Data file MP 4 - with sub-title
6. Data file MP 4 - without sub-title
7. Master vob files on the product
8. VLC file as **YouTube** version.

Language:

1. All scripts/storyboards for the videos will be developed in Bengali & English; after discussion with the Technical/Communication team, the decision will be made about the language. English storyboard/script will be developed for expatriates; video recording will be started after WHO reviewed scripts in both languages (English & Bangla).



2. Audio Visual materials recording will be in Bangla with English sub-title or vice versa.
3. A final financial report with supporting original bills/invoice needs to be submitted within 15 days from the end of the assignment including successes and bottlenecks

The bidder is expected to follow the instructions set forth below in the submission of their proposal to WHO.

2. Proposal

The proposal and all correspondence and documents relating thereto shall be prepared and submitted in the English language.

The proposal shall be concisely presented and structured to include the following information:

- Confidentiality Undertaking (*please complete Annex 2*)
- Presentation of your Company / Institution (*please complete Annex 3*)
- Proposed Approach/Methodology: Bidders should indicate how they would implement the contract with WHO to perform in structured process in conformity of ToR, timelines and requirement of the works if awarded with the contract.
Work Approach and Understanding: Bidder's proposal will reflect their understanding of service/work in terms of requirements, inputs, output/deliverables, results and key performance indicators as outlined in the RFP. The bidder should indicate the work approaches including ideas, execution plans e.g. end to end contract management/output delivery procedures. Proposals also includes the following:
 - Previous experience of audio-visual production including satisfied clients list;
 - Soft version/link of Sample work your agency has successfully done for any organizations;
 - Technical proposal (no more than 10 pages) clearly demonstrating a thorough understanding of this ToR and demonstrated previous experience;
 - Curriculum Vitae(s) of key proposed staff outlining relevant experience;
 - Names and contact information of three references who can be contacted regarding relevant experience of conducting similar assessment or work.
- **Financial proposal** – the bidder shall quote a price in the template provided in Annex-6 in a separate sealed envelope with a detailed and comprehensive breakdown of costs for the assignment, including consultancy fees/costs, designing and pre-testing of materials, developing AV materials and other administrative expenses. There shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid

Information which the bidder considers confidential, if any, should be clearly marked as such.

3. Instructions to Bidders

The bidder must follow the instructions set forth in this RFP in the submission of their proposal to WHO.

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 05 September 2022:14:00 hrs ::

Email for submissions of all queries: sebanprocurement@who.int

(use Bid reference in subject line)

A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP.



From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

The bidder shall submit, in writing, the complete proposal to WHO, no later than **15 September 2022 at 14:00 hours Dhaka time** ("the closing time") deposit by hand delivery or courier in separate sealed envelopes in tender boxes of WHO Bangladesh at following address

House No. SW(I) 1/A, Road-8, Gulshan-1, Dhaka-1212, Bangladesh
(use Bid reference in subject line)

To be complete, a proposal shall include:

- 2 copies of technical proposal (master and copy) titled as Technical Proposal for "Professional Videography Services for WHO activities in Bangladesh" in separate sealed envelope as described under part 2;

The technical proposal shall be separate from the financial proposal and there shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid;

- A financial proposal titled a financial proposal for "Professional Videography Services for WHO activities in Bangladesh" in separate sealed envelope as described under part 2 above.
 - Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: RFP/BAN/2022/022 .

WHO may, at its own discretion, extend the closing date for the submission of proposals by notifying all bidders thereof in writing before the above closing date and time.

Any proposal received by WHO after the closing date for submission of proposals may be rejected. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time.

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

The bidder may withdraw its proposal any time after the proposal's submission and before the above mentioned closing date, provided that written notice of the withdrawal is received by WHO at the email address indicated above, before the closing date for submission of proposals.

No proposal may be modified after its submission, unless WHO has issued an amendment to the RFP allowing such modifications.

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).



WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal accordingly.

All bidders must adhere to the UN Supplier Code of Conduct, which is available on the WHO procurement website at <http://www.who.int/about/finances-accountability/procurement/en/>.

4. Evaluation

Before conducting the technical and financial evaluation of the proposals received, WHO will perform a preliminary examination of these proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting:

Technical Weighting:	60 % of total evaluation
Financial Weighting:	40 % of total evaluation

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	As per Annex-5
Quality of the overall proposal	As per Annex-5
Experience of the firm in carrying out related project	As per Annex-5
Qualifications and competence of the personnel proposed for the assignment	As per Annex-5

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%
Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%



The number of points which can be obtained for each evaluation criterion is specified above and indicates the relative significance or weight of the item in the overall evaluation process.

A minimum of [420 (70%)] points is required to pass the technical evaluation.

The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO's general principles, including the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

5. Award

WHO reserves the right to:

- Award the contract to a bidder of its choice, even if its bid is not the lowest;
- Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not oblige WHO to contract for the performance of any work, nor for the supply of any products or services.

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.



Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 3.

Any and all of the contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

We look forward to receiving your response to this RFP.

Yours sincerely,
Thinlay Dorji
Administrative Officer
WHO Bangladesh

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Detailed Evaluation Criteria
6. Financial Proposal Template
7. Self-Declaration Form
8. Statement of Conformity
9. Statement of Copyright/Intellectual Property Right and Data ownership



Annex 1: Detailed Terms of Reference

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

WHO is responsible for providing leadership on global health matters, shaping the health research agenda, setting norms and standards, articulating evidence-based policy options, providing technical support to countries and monitoring and assessing health trends. Its overall objective is the attainment by all peoples of the highest possible level of health and to realize this objective, WHO has formulated a corporate strategy comprised of several strategic directions.

WHO Bangladesh has been providing technical assistance to the Government of Bangladesh for strengthening the public health system since the beginning of its collaboration in 1972.

WHO Bangladesh is looking for an experienced communication/advertising agency/production house to setting up a Long Term Agreement (LTA) and expertise to produce audio-visual clips, documentaries, interviews, animations on different health issues and deliver those as per agreement. The AV clips production process should follow a team approach under the leadership of team leader and as such, WHO Bangladesh communications team will work closely with the agency.

Definition of Long Term Agreement (LTA): WHO may during a certain period procure certain services from the selected providers at prices which will remain fixed for the duration of the LTA or framework/umbrella agreement (two/three years, renewable twice for an additional period of one year each, at WHO's discretion and subject to satisfactory performance). Specific services will be provided under separate requests, issued by WHO on a case by case basis (each of which will reference the terms of the LTA or framework/umbrella agreement). The LTA or framework/umbrella agreement will not constitute an obligation on the part of WHO to request any services from the selected providers. Services will be requested on an as needed basis, as determined by WHO. There will be no guarantee of any minimum volume of services and WHO retains the right to enter into multiple LTA's or framework/umbrella agreements, and/or to engage similar services from other sources.

Tasks/Activities:

WHO Bangladesh intends to establish a Long Term Agreement (LTA) with an experienced communication/advertising agency/production/media house, who would be able to produce and deliver, with deployment/allocation of required experienced and qualified technical resources, standard equipment, logistics, support services, high quality:

-Concept, content, design for Audio-visual clips, documentaries, video messaging, interviews, digital documentations on different health issues and activities related to WHO.

-Audio-visual clips, documentaries on WHO Collaborative Programme Activities and different issues related to WHO.

-Interviews, Video messageing/animations on different health issues by Honble Ministers of Different Ministries, Government of Bangladesh Senior Officers of Ministry of Health and Family Welfare, Government of Bangladesh, WHO Representative and other Senior Officers of WHO.

-The AV clips production process should follow a team approach under the leadership of team leader. Therefore, WHO Bangladesh communications team will work closely with the agency. The overall objective of setting up this Long Term Agreement is to facilitate and expedite the process by which WHO will hire the service of professional Advertising agency/media/production houses to produce videos.

-Under the proposed LTA, WHO will solicit the any of the above mentioned services of the successful bidder for full days or half days assignments in Dhaka or other locations in Bangladesh. The estimated number of assignments for one year may range from 10 to 15 work.



As part of the work process, the company/advertising agency will:

- Meet with the WHO Communication and technical team to discuss about creative ideas, time frame, shooting logistics, editing facilities, shooting locations etc;
- Visit at WHO project implementing areas and other relevant places with support from WHO;
- The company will obtain written informed consent for all footage as per WHO guidelines. WHO will provide the Advertising agency with a blank consent form to be filled in these cases;
- WHO staff will accompany the Advertising agency on days when such shootings requiring consent are being taken.

WHO requires proposals for the below services that, depending on each project, can be contracted only one or a selection of multiple services.

No	Services
1	Directing services
2	Director of Videography services
3	Video editing Services
4	2 D animation services
5	3 D animation services
6	Original instrumental music production services
7	AV/video clips,
8	Documentaries,
9	Interviews on different health issues
	Equipment
10	Professional 4k Camera with full setup + assistant
11	Lightning package (lights, reflectors etc.) + assistant
12	Sound package (Ambiental sound, lavalieri mics etc.) + assistant

WHO will not provide any equipment for the task. Contractual partner will provide the service. The WHO shall not be responsible for any loss, accident, damage or injury suffered by contractor or any person claiming under the contract, arising in and out of the production of the service or in any manner whatsoever.

The contract will be subject to General conditions given overleaf of Agreement of Performance of work/Non Grant LoA and therefore you are requested to comply with those in completion of the work.

- **Deliverable items: SI # (1-8) items needs to be submitted in a portable hard drive (non-refundable).**
 1. Master copy of product – All raw footage (unedited and without music and sub-title)
 2. Master copy of product – (Final Cut)
 3. Master copy with sub-title – (Final Cut)
 4. Master copy without sub-title – (Final Cut)
 5. Data file MP 4 - with sub-title
 6. Data file MP 4 - without sub-title
 7. Master vob files on the product
 8. VLC file as **YouTube** version.
- Coordinate and communicate with WHO focal communication and technical staff to clarify with them all technical and communications queries for the work.

The bidders are requested to note that:

- They shall keep this work confidential; the contractual partner will not disclose or share any part of this work to any other party/person without permission of WHO;
- They shall declare any potential conflict of interest for undertaking this work.



All rights in the work, including ownership of the original work and copyright therefore, shall be vested in WHO, which reserves the right (a) to revise the work, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the raw or edited footage (d) credit will be given as: WHO/[company name name. Bidders are required to submit the Statement of Copyright/Intellectual Property Right and Data ownership attached as Annex-9 in their Letterhead with signed, dated and stamped by the authorized officials.]

Payment term:

Following the assignments, WHO shall pay upon receipt of the final service/goods delivery and invoice. Payment will be subject to review of the quality of the work and approval and acceptance of the proofed document.

The WHO will not provide any equipment for the task. Contractual partner will provide the service. The WHO shall not be responsible for any **loss, accident, damage or injury suffered** by contractor or any person claiming under the contract, arising in and out of the production of the service or in any manner whatsoever.



Annex 2: Confidentiality Undertaking

- 1 The World Health Organization (WHO), acting through its Department of [WHO Bangladesh], has access to certain information relating to [TOPIC] which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").
- 2 WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for "**Professional videography services**" ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
- 3 The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
 1. was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 2. was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 3. becomes part of the public domain through no fault of the Undersigned; or
 4. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
- 4 The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
- 5 At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
- 6 The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
- 7 Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
- 8 Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

Entity Name:
Mailing Address:
Name and Title of duly authorized representative:
Signature:
Date:


Annex 3: Vendor Information Form
Company Information to be provided by the Vendor submitting the proposal
UNGM Vendor ID Number:
*If available – Refer to WHO website for registration process**
Legal Company Name:
(Not trade name or DBA name)
Company Contact:
Address:
City:
State:
Country:
Zip:
Telephone Number:
Fax Number:
Email Address:
Company Website:
Corporate information:
Company mission statement
Service commitment to customers and measurements used
(if available)
Organization structure (include description of those parts of your organization that would be involved in the performance of the work)

Relevant experience (how could your expertise contribute to WHO's needs for the purpose of this RFP) –
Please attach reference and contact details
Staffing information

* <http://www.who.int/about/finances-accountability/procurement/en/>



Annex 4: Contractual Provisions

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth below (with the successful bidder referred to below as the "Contractor"):

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other persons engaged by the Contractor to perform any services under the Contract.

Without limiting the foregoing, the Contractor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Contractor becomes aware.

For purposes of the Contract, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (vi) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

2. **Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct.** WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:

(i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response, and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other persons engaged by it to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and

(ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response, and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct. Without limiting the foregoing, the individual Contractor shall promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the individual Contractor becomes aware.

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not



to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

4. **Anti-Terrorism and UN Sanctions; Fraud and Corruption.** The Contractor warrants for the entire duration of the Contract that:

i. it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;

ii. it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract; and

iii. the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

5. **Breach of essential terms.** The Contractor acknowledges and agrees that each of the provisions of paragraphs 1, 2, 3 and 4 above constitutes an essential term of the Contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or

ii. exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

6. **Use of WHO Name and Emblem.** Without WHO's prior written approval, the Contractor shall not, in any statement or material of an advertising or promotional nature, refer to the Contract or the Contractor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

7. **Assurances regarding procurement.** If the option for payment of a maximum amount applies, to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

8. **Audit.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation



of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract.

The Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

- i. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
- ii. reasonable access to the Contractor's premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Contractor to provide complementary information about the work performed under the Contract that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Contract.

9. **Publication of Contract.** Subject to considerations of confidentiality, WHO may acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Contractor's name and country of incorporation, general information with respect to the work described herein and the Contract value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of the Contract.



Annex-5

Evaluation Criteria:

The bidders need to provide reflections on the specific quality and competency questions. The requirements relevant criteria and documentary evidence in support of Qualification Criteria are provided in Table 1. WHO shall determine the qualification of the bidders in terms of Legal Entity and Eligibility for the Renovation works on "PASS/FAIL (YES/NO)" basis as per the qualification criteria detailed under Table 1 below. If bidder(s) fails to pass the following qualification questions, they will not be considered for next step e.g. evaluation of bids/quotations as per the detailed weighted evaluation criteria and scoring matrix stage.

Table 1 - "PASS/FAIL (YES/NO)" – Questions

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered as Supplier with relevant Government entity in Bangladesh	Legal entity of the bidder	a. Copies of up to date Trade license.	
Total minimum 5 years' experience in the relevant field	Total relevant Experience	a. Work completion certificate from any procurement entity to prove the experiences	
Past performance of the bidders with WHO is satisfactory and without any internal limitation/restrictions for future contracts by WHO (applicable only for bidders who is performing or had performed for WHO under contract with WHO Bangladesh).	Eligibility of the bidder	a. internal review report.	
Legally entitled to operate its business in the country complying with the government tax/vat rules/regulation	Taxation Obligations	a. VAT registration and TIN certificate	
The bidder has met the requirements of self-declarations applicable to private and public companies: - No pending Criminal/Civil lawsuits against the bidder's company/firm -The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country - There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company - The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country	Eligibility of the Bidder	Signed Self Declaration Form Signed Statement of Conformity	



Detailed evaluation and selection guidelines and matrix of Proposals:

Bidders are required to read the specification, requirements, specific quality questions, and selection criteria, weighted methodology, evaluation criteria, scoring and prices schedule/template, as outlined in this RFP document in order to submit a substantial/complete bid. Your bid submission with required information, proof and supporting documents/evidence are expected to provide WHO the details of the information WHO requires and ultimately, contribute to assess/carry out proper evaluation of your capability in providing the required services. The basics of the evaluation and awarding processes are provided below:

i. Award, Scoring and Weightage System/Methodology:

- a. The bid of "the highest overall Technical and Financial scores" of **1,000 points will be awarded**;
- b. **Score/Point distributed as per the Weighting matrix in Part IV in this RFP:** 600 points for Technical Proposal and 400 points for the Financial Proposal.
- c. **A minimum of 70% (out of 600) is required to be considered technically qualified for this work.**

ii. Technical Scoring and Weighting System:

The weight/weighted scale as provided below under iii, weighted evaluation criteria and points/scores for each criteria/sub-criteria under Technical Evaluation with total points (600) are provided below under iv:

iii. Scoring Methodology – Overall (for scoring where specific criteria is not given)

0	Non-compliant, fails to satisfy specified requirements.
40%	Barely acceptable evidence of ability to support contract requirements
70%	Satisfactory evidence of ability to support contract requirements
90%	Good evidence of ability to exceed contract requirements
100%	Excellent evidence of ability to exceed contract requirements

iv. Detail Evaluation Criteria of each of the three categories are as follows:

A. Experience and Professional background of bidder as company/Advertising Agency (max 250)

<p>General organizational capability strength: 50 points Expertise of the Company (competency/qualification) as reflected in number of work e.g. successful production of at least 3 audio-visual clips/documentaries for the major clients (25 points)</p> <ul style="list-style-type: none"> • 5 similar works/tasks or above: 25 • 4 similar works/tasks: 22.5 • 3 similar works/tasks: 17.5 • 2 similar works/tasks: 10 points • one or no similar works/tasks: 0 points <p>Bidders are required to provide copies of contracts/work completion certificates/letter of assignments etc. reflecting the purpose or brief work statement with duration of work, financial value of the contract and or letter of appreciation, award/acknowledgment letters from the renowned clients.</p> <ul style="list-style-type: none"> - Size of the company with office space, total assets (list of staff, inventory of office space (won or rental, assets, vehicles etc.) - (12 points) - Sound yearly turnover of the company (last 2 financial year audit balance sheet) - (13 points)



	<p>Experience in providing Videography services with UN organizations, Donors, Development Partners or international NGOs, Medias (50)</p> <ul style="list-style-type: none"> • 5 years and above: 50 • 4 years: 45 • 3 years: 35 • 2 year: 20 • Less than 2 year: 0
	<p>Portfolio of at least 3 Videography including making of video spots or documentaries or video animations with producing, directing, music scoring, editing services are of very high quality (composition, tone, texture etc.) for UN Agencies, INGOs, international media or other international entities (150 points):</p> <ul style="list-style-type: none"> • Excellent quality portfolio: 150 • Good quality: 135 • Fair quality portfolio: 105 • Average quality portfolio: 60 points • Poor quality portfolio: 0 points

B. Qualifications for team leader/team member's -100

	<p>Education (max 50)</p> <ul style="list-style-type: none"> • MA in arts, media or communication, or other related field to the proposed services- 50 points • BA in Arts, media or communication or other related field to the proposed services - 35 points
	<p>Qualifications and experience (max 50)</p> <p>Successfully delivered audio-visual clips/documentaries as solicited by WHO under this RFP or similar services to major clients:</p> <ul style="list-style-type: none"> • 5 similar works/tasks or above: 30 • 4 similar works/tasks: 27 • 3 similar works/tasks: 21 • 2 similar works/tasks: 12 points • one or no similar works/tasks: 0 points <p>-Additional certification in proposed field-20</p>

C. Portfolio & experience for each person proposed under services (max 150)

	<p>Portfolio of projects relevant to the proposed field- links (each member of the proposed technical team) (50 points)</p> <ul style="list-style-type: none"> • 5 similar works/tasks or above: 50 • 4 similar works/tasks: 45 • 3 similar works/tasks: 35 • 2 similar works/tasks: 20 points • one or no similar works/tasks: 0 points
	<p>Overall Quality of Sample Portfolio projects (100)</p> <ul style="list-style-type: none"> • Excellent quality portfolio: 100 • Good quality portfolio: 90 • Fair quality portfolio: 70 • Average quality portfolio: 40 points • Poor quality portfolio: 0 points



D. Equipment (100)

1	<p>Equipment: Camera, lights, sound that can cover a variety of setups- indoor, outdoor, low/high luminosity, tight/ large indoor spaces etc. (100 points)</p> <ul style="list-style-type: none"> • Excellent quality equipment: 100 • Good quality equipment: 90 • Fair quality equipment: 70 • Average quality equipment: 40 points • Poor quality equipment: 0
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Financial Scoring and Weighting System:

Only **technically qualified proposals** will be scored **out of 400** based on the formula provided below. The maximum points (400) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

$$p = y (\mu/z)$$

Where:

- p = points for the financial proposal being evaluated;
- y = maximum number of points for the financial proposal;
- μ = price of the lowest priced proposal;
- z = price of the proposal being evaluated.

Required Supporting Documents:

The following documents must be submitted to Establish Qualification of Proposers (In 'Certified True Copy' only)

- Registration Certificates/Trade License, TIN Certificates etc.;
- Previous experience of audio-visual production including satisfied clients list;
- Soft version/link of Sample work your agency has successfully done for any organizations;
- Technical proposal (no more than 10 pages) clearly demonstrating a thorough understanding of this ToR and demonstrated previous experience.
- Curriculum Vitae(s) of key proposed staff outlining relevant experience;
- Names and contact information of three references who can be contacted regarding relevant experience of conducting similar assessment or work.
- Any other documents such as accreditation.



Annex-6: Financial Proposal Template – Currency in BDT

(TO BE SUBMITTED IN SEPARATE ENVELOPE THAN TECHNICAL PROPOSAL)

The financial proposal must include breakdown of each activity requested by WHO. **Companies that will not provide costs for each of the services will be disqualified.**

No	Schedule 1: Services for AV/video clips/ocumentaries	BDT
	Staff	
1	Director fee/work	
2	Director of Videography/Day	
3	Video editing Services / Day	
4	2 D animation services / Minute of animation	
5	3 D animation services / Minute of animation	
6	Original instrumental music production / Minute of music	
7	Any other (please specify)	
	Equipment	
8	Professional 4k Camera with full setup + assistant- complete work	
9	Lightning package (lights, reflectors etc.) + assistant- complete work	
10	Sound package (Ambiental sound, lavalieri mics etc.) + assistant- complete work	
11	Any other equipment (please specify)- complete work	
12	Extra costs	
13	Team transportation & refreshments in Dhaka / Day	
14	Transport, accommodation, refreshments outside Dhaka / Day	
	TOTAL	

No	Schedule 2: Services for Documentation/Recording of Interviews/Video Messages	BDT
	Staff	
1	Director fee/work	
2	Videographer/ Day	
3	Video editing Services/ Day	
	Equipments	
4	Professional 4k Camera with full setup + assistant-complete work	
5	Lightning package (lights, reflectors etc.) + assistant- complete work	
6	Sound package (Ambiental sound, lavalieri mics etc.) + assistant- complete work	
	Extra costs	
7	Team transportation & refreshments in Dhaka / Day	
8	Transport, accommodation, refreshments outside Dhaka / Day	
	TOTAL	

THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS.

In Word:



Annex 7: Self Declaration Form

Applicable to private and public companies

<COMPANY> (the "Company") hereby declares to the World Health Organization (WHO) that:

1. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. it is solvent and, in a position, to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;
3. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
4. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
5. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
6. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
7. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
8. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
9. it adheres to the UN Supplier Code of Conduct;
10. it has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

Entity Name:	
Mailing Address:	
Name and Title of duly authorized representative:	
Signature:	
Date:	

**Annex: 8**

Date:

To
Administrative Officer
WHO Bangladesh**Statement of Conformity**

1. No pending Criminal/Civil lawsuits against our company/firm.
2. Our company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
3. There is no pending major lawsuits and litigations against our company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company.
4. Our company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country.

Signature

Name of the Company

Official Stamp



Annex 9- Statement of Copyright

The Contractor warrants and represents to WHO as follows:

1. The deliverables including master copy with source codes and contents shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose for the entire duration. The Contractor furthermore warrants that the deliverables shall be complete and error-free.
2. There shall remain no bifurcation or hidden codes or contents or materials that may come up after the completion of the delivery, for which WHO may or may not be required to pay.
3. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.
4. The Contractor shall not use, supply, provide or disseminate source codes or contents or materials delivered to WHO for the purpose of this work of WHO to other parties/entities at cost or no cost.
5. The deliverables including master copy with source codes and contents shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, master copy source codes and contents, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.
6. The deliverables master copy with source code and content developed shall be delivered to WHO after completion of project.
7. The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.
8. The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
9. Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.
10. The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.
11. Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where:
 - (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the contractor, or
 - (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or
 - (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
12. The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.
13. The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

Signature, Name of the Company & Official Stamp